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CLERK, U.S. DISTRICT COURT
DISTRICT OF NEVADA
BY _____ DEPUTY

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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

UNITED STATES OF AMERICA,

Plaintiff,

v.

MITCHELL GARSHOFSKY,

Defendant.

2: 14-cr-097- JAD

**SETTLEMENT AGREEMENT FOR ENTRY OF ORDER OF FORFEITURE AS TO
MITCHELL GARSHOFSKY AND ORDER**

The United States of America, by and through Daniel G. Bogden, United States Attorney for the District of Nevada, and CRISTINA SILVA, Assistant United States Attorney, and MITCHELL GARSHOFSKY, and his counsel, RICHARD A. WRIGHT, agree as follows.

1. On March 13, 2014, the United States of America ("United States") filed a One Count Information against MITCHELL GARSHOFSKY for violations of Title 18, United States Code, Section 1955. Information, ECF No. ____.

2. On April 2, 2014, MITCHELL GARSHOFSKY will plead guilty to Count One of a One-Count Criminal Information charging him with Operating an Illegal Gambling Business in violation of

1 Title 18, United States Code, Section 1955 and has agreed to the forfeiture of property set forth in the
2 Plea Agreement and the Forfeiture Allegations of the Criminal Information. Information, ECF No. __;
3 Change of Plea, ECF No. __; Plea Agreement, ECF No. __.

4 3. MITCHELL GARSHOFISKY knowingly and voluntarily agrees to the abandonment, the
5 civil administrative forfeiture, the civil judicial forfeiture, or the criminal forfeiture of the following
6 property: \$244,108.88 in U.S. currency ("property"). Specifically, the Internal Revenue Service
7 Criminal Investigations Division (IRS-CID) will retain \$65,245.00 and return \$20,000.00 in gaming
8 chips¹ which were impounded as evidence, and the United States Secret Service will retain
9 \$178,863.88 and return \$20,000.00, for a total of \$244,108.88 in forfeited property and a total of
10 \$40,000.00 in returned property. The United States agrees to return the any remaining seized funds,
11 currency, or other assets seized during the course of this investigation to the defendant at the
12 conclusion of all proceedings related to this case.

13 4. MITCHELL GARSHOFISKY knowingly and voluntarily agrees to abandon or to forfeit the
14 property to the United States.

15 5. MITCHELL GARSHOFISKY knowingly and voluntarily agrees to relinquish all right, title,
16 and interest in the property.

17 6. MITCHELL GARSHOFISKY knowingly and voluntarily agrees to waive his right to any
18 abandonment proceedings, any civil administrative forfeiture proceedings, any civil judicial forfeiture
19 proceedings, or any criminal forfeiture proceedings (all of which constitutes "proceedings") of the
20 property.

21 7. MITCHELL GARSHOFISKY knowingly and voluntarily agrees to waive service of process
22 of any and all documents filed in this action or any proceedings concerning the property.

23 8. MITCHELL GARSHOFISKY knowingly and voluntarily agrees to waive any further notice
24 to him, his agents, or his attorneys regarding the forfeiture and disposition of the property.

25
26 ¹ The parties agree that the gaming chips will be returned upon entry of plea, or, on or before March
31, 2014, whichever is sooner.

1 ...

2 9. MITCHELL GARSHOFISKY knowingly and voluntarily agrees not to file any claim,
3 answer, petition, or other documents in any proceedings concerning the property.

4 10. MITCHELL GARSHOFISKY knowingly and voluntarily agrees to withdraw any claims,
5 answers, counterclaims, petitions, or other documents he filed in any proceedings concerning the
6 property.

7 11. MITCHELL GARSHOFISKY knowingly and voluntarily agrees to waive the statute of
8 limitations, the CAFRA requirements, Fed. R. Crim. P. 7, 11, and 32.2, the constitutional
9 requirements, and the constitutional due process requirements of any abandonment proceedings or any
10 forfeiture proceedings concerning the property

11 12. MITCHELL GARSHOFISKY knowingly and voluntarily agrees to waive his right to a trial
12 on the forfeiture of the property.

13 13. MITCHELL GARSHOFISKY knowingly and voluntarily agrees to waive (a) all
14 constitutional, legal, and equitable defenses to, (b) any constitutional or statutory double jeopardy
15 defense or claim concerning, and (c) any claim or defense under the Eighth Amendment to the United
16 States Constitution, including, but not limited to, any claim or defense of excessive fines or cruel and
17 unusual punishments in any proceedings concerning the property.

18 14. MITCHELL GARSHOFISKY knowingly and voluntarily agrees to the entry of the Final
19 Order of Forfeiture of the property to the United States.

20 15. MITCHELL GARSHOFISKY understands that the forfeiture of the property shall not be
21 treated as satisfaction of any assessment, restitution, fine, cost of imprisonment, or any other penalty
22 that may be imposed in addition to forfeiture.

23 16. MITCHELL GARSHOFISKY knowingly and voluntarily agrees to the conditions set forth
24 in this Settlement Agreement for Entry of Order of Forfeiture as to MITCHELL GARSHOFISKY and
25 Order ("Settlement Agreement").

26

1 17. MITCHELL GARSHOFSKY knowingly and voluntarily agrees to hold harmless the
2 United States, the United States Department of Justice, the United States Attorney's Office for the
3 District of Nevada, the Department of the United States Treasury, the Department of Homeland
4 Security, the United States Internal Revenue Service, the United States Secret Service, their agencies,
5 their agents, and their employees from any claim made by him or any third party arising from the facts
6 and circumstances of this case.

7 18. MITCHELL GARSHOFSKY knowingly and voluntarily releases and forever discharges
8 the United States, the United States Department of Justice, the United States Attorney's Office for the
9 District of Nevada, the Department of the United States Treasury, the Department of Homeland
10 Security, the United States Internal Revenue Service, the United States Secret Service, their agencies,
11 their agents, and their employees from any and all claims, rights, or causes of action of any kind that
12 MITCHELL GARSHOFSKY now has or may hereafter have on account of, or in any way growing
13 out of, the seizures and the forfeitures of the property in the abandonment, the civil administrative
14 forfeitures, the civil judicial forfeitures, and the criminal forfeitures.

15 19. Each party acknowledges and warrants that its execution of the Settlement Agreement is
16 free and is voluntary.

17 20. The Settlement Agreement contains the entire agreement between the parties.

18 21. Except as expressly stated in the Settlement Agreement, no party, officer, agent, employee,
19 representative, or attorney has made any statement or representation to any other party, person, or
20 entity regarding any fact relied upon in entering into the Settlement Agreement, and no party, officer,
21 agent, employee, representative, or attorney relies on such statement or representation in executing the
22 Settlement Agreement.

23 22. MITCHELL GARSHOFSKY knowingly and voluntarily acknowledges, understands, and
24 agrees that (a) federal law requires the Department of the United States Treasury and other disbursing
25 officials to offset federal payments to collect delinquent tax and non-tax debts owed to the United
26 States and to individual states (including past-due child support); (b) if an offset occurs to the payment

1 to be made pursuant to this Settlement Agreement, they will receive a notification from the
2 Department of the United States Treasury at the last address provided by them to the governmental
3 agency or entity to whom the offset payment is made; (c) if they believe the payment may be subject
4 to an offset, they may contact the Treasury Department at 1-800-304-3107; (d) the terms of this
5 Settlement Agreement do not affect the tax obligations fines, penalties, or any other monetary
6 obligations owed to the United States or an individual state; and (e) the exact sum delivered to
7 RICHARD A. WRIGHT, on behalf of him, may well be a lesser sum, if the Treasury Offset Program
8 reduces the amount in satisfaction of a debt obligation.

9 23. After the property is forfeited in the criminal case with the Final Order of Forfeiture and
10 the United States District Court has signed the Settlement Agreement concerning the property, within
11 a practicable time thereafter for the United States, the United States agrees to release to MITCHELL
12 GARSHOFISKY one payment of \$20,000.00 less any debt owed to the United States, any agency of
13 the United States, or any debt in which the United States is authorized to collect, through RICHARD
14 A. WRIGHT. MITCHELL GARSHOFISKY knowingly and voluntarily agrees to fill out the
15 Department of the United States Treasury Automated Clearing House ("ACH") form accurately and
16 correctly and submit it to the United States Attorney's Office so that the payment of the money can be
17 disbursed by electronic fund transfer. MITCHELL GARSHOFISKY knowingly and voluntarily agrees
18 the \$20,000.00 may be offset by any debt owed to the United States, any agency of the United States,
19 or any debt in which the United States is authorized to collect.

20 24. The persons signing the Settlement Agreement warrant and represent that they have full
21 authority to execute the Settlement Agreement and to bind the persons and/or entities, on whose behalf
22 they are signing, to the terms of the Settlement Agreement.

23 25. This Settlement Agreement shall be construed and interpreted according to federal
24 forfeiture law and federal common law. The jurisdiction and the venue for any dispute related to,
25 and/or arising from, this Settlement Agreement is the unofficial Southern Division of the United States
26 District Court for the District of Nevada, located in Las Vegas, Nevada.


26. Each party shall bear his or its own attorneys' fees, expenses, interest, and costs.

27. This Settlement Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties; it being recognized that both parties have contributed substantially and materially to the preparation of this Settlement Agreement.

IT IS HEREBY CERTIFIED, pursuant to 28 U.S.C. § 2465(a)(2), that there was reasonable cause for the seizure and forfeiture of the property.

DATED: 3/26/14

WRIGHT, STANISH & WINCKLER


RICHARD WRIGHT, ESQ.
Counsel for MITCHELL GARSHOFSKY

DATED: 3/26/14

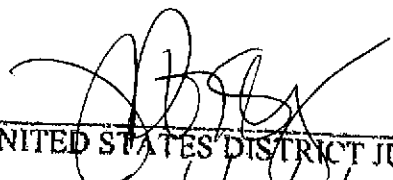

MITCHELL GARSHOFSKY

DATED: 3/27/14

DANIEL G. BOGDEN
United States Attorney


CRISTINA SILVA
Assistant United States Attorney

IT IS SO ORDERED:


UNITED STATES DISTRICT JUDGE

DATED: 4/2/14